



2000-000868
Page: 1 of 18
01/12/2000 12:10P
Benton County

AFTER RECORDING PLEASE RETURN TO:

ALBERT COKE ROTH, III
8836 GAGE BLVD, SUITE 204A
KENNEWICK, WA 99336

MASTER DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
DESERT SPRINGS ESTATES, A RESIDENTIAL COMMUNITY

1. PARTIES.

Grantor: TR Masterson Construction of Washington, Inc., 8836 Gage Blvd, Suite 201A, Kennewick, WA 99336; TMT Homes, Inc., 8390 Gage Blvd, Suite 201, Kennewick, WA 99336

Grantee: Desert Springs Estates, 8836 Gage Blvd, Suite 201A, Kennewick, WA 99336

2. LEGAL: Portion E 1/4 Section 25, T9N, R28E, W.M., Parcels A & B, Benton County, Washington.

3. PARCEL NO. 1-2598-400-0002-002 and 1-2598-100-0014-001 (ptn)



2000-000868
Page: 2 of 18
01/12/2000 12:10P
Benton County

AFTER RECORDING RETURN TO:

ALBERT COKE ROTH III
ATTORNEY AT LAW
8836 Gage Blvd, Suite 204A
Kennewick, WA 99336

MASTER DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
DESERT SPRINGS ESTATES, A RESIDENTIAL COMMUNITY

THIS MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration") is made by TR Masterson Construction of Washington, Inc., a Washington corporation and TMT Homes, Inc., a Washington corporation (collectively "Developer") to set forth, among other things, provisions which will subject Desert Springs Estates ("Development") located in Richland, Benton County, Washington, to certain covenants, conditions, restrictions, and other provisions. The Development is legally described in the attached Exhibit "I" and incorporated herein by this reference as if fully set forth.

NOW, THEREFORE, THE DEVELOPER HEREBY DECLARES that all of the Lots described herein, and legally described in attached Exhibit "I", shall be held, sold, and conveyed subject to the following easements, covenants, conditions, and restrictions, and further subject to all matters of water and water rights, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of all of the Lots in the Development. These Protective Covenants, as hereafter defined, shall run with the Lots of real property, and shall be binding on all parties having or acquiring any right, title or interest in one or more of the described Lots, and shall inure to the benefit of each present and subsequent Owner thereof.

ARTICLE I. DEFINITIONS

1. "Accessory Building" means any structure used to house animals, or structures necessary to store and use tools or household landscaping appliances and store non-commercial household and yard chemicals.



2. "Architectural Control Action" means any action taken by the Acting Board, or, after Fifty-Nine (59) Lots have been sold, the Board of Directors of the Association, or any appointed committee by either of them, to enforce the architectural guidelines, covenants and restrictions of this Declaration or to grant Approvals of Exceptions.

3. "Association" means Desert Springs Estates Homeowners Association, its successors and assigns whose members shall annually elect five (5) Owners or Contract Purchasers as the Board of Directors. The Board of Directors shall adopt bylaws to govern the Association and incorporate if they so desire. Such Board shall only be active after the later of Fifty-Nine (59) lots owned by parties other than the Developer or Developer's voluntary resignations.

4. "Board Action" means action taken by the Developer (until the later of resignation or Fifty-Nine (59) Lots are sold), the Board of Directors, the Acting Board, or any appointed Committee, including Architectural Control Action.

5. "Board of Directors" shall mean those Owners duly elected by the Membership to conduct Association business. Provided, however, that the acting Board of Directors ("Acting Board") until Fifty-Nine (59) Lots are sold, shall be Thomas Masterson and Tofigh Tahvili shall control the Development and all Board Action and Architectural Control Action. After the Fifty-Ninth (59th) Lot is sold, or upon the earlier voluntary resignation of Developer, the Owners and Contract Purchasers entitled to vote shall elect five (5) Owners to be the Board of Directors of the Association, Developer's and Acting Board's control shall irrevocably cease and Developer and Acting Board shall be unconditionally released from any duty or liability thereafter.

6. "Contract Purchaser" means a person or entity that is purchasing a Lot from the Developer by installment sale or otherwise; understanding that for all purposes a Contract Purchaser is an "Owner".

7. "Declaration" means this Declaration and including any amendments thereto that have been recorded in the property records of Benton County, Washington.

8. "Home" means the single family dwelling used solely for residential purposes which may not be a mobile, modular or manufactured home, by whatever name, and must comply with all Protective Covenants and Restrictions contained in this Declaration.

9. "Lot" means any parcel of real property within the Development legally described on attached Exhibit "1" and depicted on the attached Exhibit "2", a recorded subdivision plat map, hereby incorporated herein by this reference.

10. "Owner" shall mean the record owners, whether one or more persons or entities, of a fee simple title to any Lot or Lots which is a part of the Development, including Contract Purchasers, but excluding those having such interest merely as security for the performance of an obligation.



11. "Protective Covenants" mean collectively all of the easements, covenants, conditions, restrictions, reservations, liens, charges, grants, matters relating to water and water rights and other terms and conditions of this Declaration.

12. "Plain Meaning To All Other Terms." All other terms, words or phrases shall carry their plain and normal meaning unless otherwise defined herein or have a special meaning in the context of real property law.

ARTICLE II. MEMBERSHIP IN THE ASSOCIATION

Every Owner and Contract Purchaser shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from Ownership of any Lot. Upon transfer of the fee interest to, or upon the execution and delivery of a real estate contract for the sale of (or of an assignment of a Contract Purchaser's interest in) any Lot, the membership in the Association shall automatically be deemed to be transferred to the Grantee, Contract Purchaser, or new Contract Purchaser, as the case may be. Ownership of any such Lot or Lots shall be the sole qualification for Membership. Meetings for any Association vote shall only be valid upon not less than ten (10) days nor more than thirty (30) days written notice unless waived in writing by attendance at an Association Meeting. The voting Membership shall be all the Owners (or their designee of record). Owners shall be entitled to one (1) vote for each Lot in which they hold the interest. In addition to all other remedies, and not in limitation thereto, any Owner violating any provision of this Declaration shall be denied voting rights until such time that the violating Owner complies with all sections of this Declaration. Notice shall be effective when personally delivered to the Lot, electronically communicated or placed in First Class Mail, postage prepaid, to the Lot address.

ARTICLE III. POWER OF ASSESSMENT/POWER TO OWN PROPERTY

1. Assessment. The Acting Board, in the Acting Board's discretion, or after Fifty-nine (59) Lots are sold, the Association, may, upon a seventy five percent (75%) majority vote, assess any Owner or Owners to enforce the Protective Covenants of this Declaration and assess the Owners in order to acquire, develop, construct, improve and maintain commons areas (if any) or other projects that the Association feels will benefit the Development, or to administer Association Business (including the enforcement of the Protective Covenants of this Declaration). Assessments shall be levied pro-rata per Lot of all Lots in the entire Development. All unpaid Assessments shall constitute real property liens upon which the Acting Board, in the Acting Board's discretion, or after Fifty-nine (59) Lots are sold, the Association may foreclose and exercise all other remedies at law or in equity.

2. Association Property. After the Fifty-Ninth (59th) Lot is sold, the Developer shall convey and the Association shall acquire fee simple absolute ownership of all common areas, if any, that lie within the Development and are not part of any Lot and all improvements thereon, including but not limited to fences and fixtures, subject to all easements, covenants, conditions and restrictions of record and matters relating to water and water rights. The Board of Directors may, prior to any



acquisition of property, form a non-profit corporation if the Board deems it in the best interest of the Association. The Association may acquire, develop, sell and maintain any property upon seventy five percent (75%) majority vote.

ARTICLE IV. PROTECTIVE COVENANTS AND USE RESTRICTIONS

The interpretation and enforcement of these Protective Covenants shall be administered by Board Action.

1. Enjoyment of Property. The Owners shall use their respective Lots to their enjoyment in such a manner so as to not offend or detract from other Owners' enjoyment of their own respective Lots.

2. Residential Character of Property. No structures or buildings of any kind shall be erected, altered, placed, or permitted to remain on any Lot other than the Homes and Accessory Buildings.

3. Manufactured Homes Prohibited. Erection of a manufactured home, mobile home, or modular home (*by whatever name*) on any Lot is expressly prohibited.

4. Architectural Control. The Acting Board or, after Fifty-Nine (59) Lots are sold, the Board of Directors, may, in their respective discretion, appoint and delegate its architectural control function to a committee to make Architectural Control Action. Notwithstanding the guidelines set forth in Sections 4, 5, 6, 7, and 8, and other sections of this Declaration, no Home or Accessory Building shall be erected, placed, or altered on any Lot until the building plans, specifications, landscaping and fencing plan, showing the nature, kind, shape, height, materials, and location of such Home or Accessory Building have been approved in writing by Board Action as to conformity and harmony of external design with existing Homes and Accessory Buildings, and as to location of the Homes and Accessory Buildings with respect to topography and finished ground elevation. Provided, however, the Developer in its capacity as the Acting Board, need not approve any Home or Accessory Building in writing. In the event a submitted design is not approved within thirty (30) days after said plans and specifications have been submitted to the Acting Board or, after Fifty-Nine (59) Lots are sold, the Board of Directors, approval will not be required, and this Article shall be deemed to have been fully complied with.

5. Pre-Construction Notice. Any use of a Lot for a purpose other than construction of a Home, any modification to the existing site, or any activity considered "preparatory" to construction, must be submitted and approved by Board Action. All plans and specifications shall be submitted for Board Action at the following address, or to such other address as may hereafter be given in writing to the Owners:

TR Masterson Construction
of Washington, Inc.
Attn: Tom Masterson



8836 Gage Blvd.
Kennewick, WA 99336

TMT Homes, Inc.
Attn: Tofiqh Tahvili
8390 Gage Blvd., Suite 201
Kennewick, WA 99336

6. Structures on the Lot. The following Protective Covenants are maximum guidelines that pertain to the Homes and Accessory Buildings built on the Lot, subject to Architectural Control Action on Home and Accessory Building placement on the Lot for the reasonable purposes of enhancing the value of the Development and the Lots that comprise it.

a. Height. All Homes and Accessory Buildings shall conform to the height restrictions as set forth in the City of Richland Municipal Code (as amended), with a private garage for not less than two (2), and not more than four (4), standard size passenger automobiles.

b. Square Footage. The ground floor area of the living quarters of the Home, exclusive of open porches, verandas, basements or daylight basements and garages, shall not be less than Thirteen Hundred (1300) square feet for a one (1) story Home, nor less than Seven Hundred (700) square feet for the ground floor area of a Home of more than one (1) story and the second story having a minimum of Seven Hundred (700) square feet.

d. Garages. All Garages shall conform to the height restrictions as set forth in the City of Richland Municipal Code, and must be attached, shall park not less than two (2) nor more than four (4) standard size vehicles, are not considered as part of the minimum square footage of the Home and must comply with all architectural control requirements for Homes. A single motor home or boat Garage may be detached upon Board Approval.

e. Fences/Retaining Walls/Patios. The following Protective Covenants shall apply to fences, retaining walls and patios, subject to Architectural Control Action placement on the Lot, for the reasonable purposes of enhancing the value of the Development and the Lots that comprise it.

i. Fences. All fences shall be properly constructed with appropriate fencing materials and must be approved prior to construction. A retaining wall, hedge or mass planting shall be subject to the same restrictions as a fence. A fence may be constructed and maintained by an Owner along the side and rear Lot lines but shall not unnecessarily block the view of an adjacent neighbor. No fence, wall, hedge or mass planting shall at any time, where permitted, extend higher than six (6) feet above the ground. Fencing around the perimeter of a garden area shall not be less than fifteen (15) feet from any Home. Chain-link type fencing is expressly prohibited. Barbed wire fencing is expressly prohibited. Any paint or other surface treatment on fences shall be maintained



in good condition. Fencing shall not detract from the appearance of the Home located on the Lot. Fencing shall not detract from the appearance of the Homes located on adjacent Lots or be offensive to the neighboring Owners.

ii. Retaining Walls. Nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than three (3) feet above the finished grade at the back of said retaining wall, subject to Board Action.

iii. Patios. Patios constructed immediately adjacent to a Home may be enclosed by a fence, and a fence shall be constructed and maintained pursuant to applicable law to enclose any swimming pool.

7. Date for Completion of Construction. Any Home or Accessory Building erected or placed on any Lot shall be completed as to external appearance, including finished painting, within six (6) months from the date of commencement of construction. Landscaping shall be completed within six (6) months after completion of the Home, which is not later than twelve (12) months after commencement of construction. No Home may be occupied until all water-flush toilets, bathrooms and sanitary conveniences have been put into working order inside the Home.

8. Building Setback Requirements. No Home or Accessory Building shall be located nearer to the front line of the Lot or nearer to the side street line of the Lot than the building Minimum Setback lines shown on the recorded plat plan filed in the records of Benton County, Washington depicted on the attached Exhibit "2". The Acting Board or, after Fifty-Nine (59) Lots are sold, the Board of Directors, shall have the authority in any individual case to make such exceptions to any of Minimum Setback set forth herein as they shall deem necessary or advisable. The Minimum Setback requirements are as follows:

a. Homes and Accessory Buildings. No Home or Accessory Building shall be located nearer than Twenty (20) feet to the front Lot line, nor nearer than Six (6) feet to any side street or neighboring Lot line nor nearer than Twenty-Five (25) feet to the rear lot line;

b. Porches/Decks. No porch or deck shall be nearer than Ten (10) feet to the non-street side Lot line or rear Lot line;

9. Exterior Maintenance. In the event an Owner of any Lot in the Development shall fail to maintain the Lot and its improvements of every nature situated thereon in a manner satisfactory to the Acting Board, in their sole discretion, or after Fifty-Nine (59) Lots are sold, the Board of Directors, the Association (*upon a two thirds (2/3) majority vote*), shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of any structure and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject. Prior to the sale of Fifty-Nine (59) Lots, the Developer or the Acting Board shall have such power to repair, maintain and restore, in its sole discretion. The cost of such repair, maintenance or restriction



shall constitute a continuing lien on the property, subject to Article VI and shall bind the affected Lot and its Owner, their successors and assigns. If such charges are not paid within one hundred eighty (180) days of presentment, the Acting Board of Directors, as the case may be, may foreclose such lien or send to a collection agency, and shall be entitled to all costs, including attorney's fees, in such foreclosure or collection action.

10. Prohibited Uses and Activities. The following uses and activities and any other use or activity not expressly permitted herein, are prohibited in the Development:

a. Business and Commercial Use of Property. No trade, craft, business, profession, commercial or manufacturing enterprise or business or commercial activity of any kind shall be conducted or carried on upon any Lot or in any Home or Accessory Building if such enterprise or business creates any business traffic or activity whatsoever. Any Owner desiring to create such enterprise or business shall be required to have Board Action and Approval.

b. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept within the Development except dogs, cats or other tame, domestic household pets, provided that such household pets are not kept, bred or maintained for any commercial purpose. No animals shall be kept in numbers or under conditions reasonably objectionable to other Owners in a closely-built residential community (*including objectionable barking*), except as outlined in this Article. Animals must be removed by Owner upon a thirty (30) day written notice to the Owner thereof from the Board or Acting Board.

c. Temporary Residences. No trailer, basement, tent, shack, garage, barn, or other outbuildings or any structure of a temporary character erected or placed on a Lot shall, at any time, be used as a residence temporarily or permanently.

d. Offensive Activity. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may become a nuisance as such is defined in the laws of the City of Richland, Benton County or Washington State. No goods, equipment, vehicles (including buses, trucks, and trailers of any description) used for private purposes shall be kept, parked, stored, dismantled, or repaired outside on any Lot in a manner which may be or may become an annoyance or nuisance to any Owner in the Development.

e. Trash Dumping. No Lot shall be used as a dump for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate sanitary containers for proper disposal. Yard rakings, such as rocks, lawn and shrubbery clippings, and dirt and other material resulting from landscaping work shall not be dumped into public streets or ditches. Provided, however, that compost may be generated for home use, but only upon Approval by Architectural Control Action. The removal and disposal of all such materials shall be the sole responsibility of the individual Owner, including any construction of a Home or any Accessory Building. Should any individual Owner fail to remove any such trash, rubbish, garbage, yard rakings, and other such materials from that Owner's Lot or the street and ditches adjacent thereto, within ten (10) days following the date



2000-000868
Page: 8 of 16
01/12/2000 12:16P
Benton County

on which notice is mailed to that Owner by the Association informing that Owner of such violation, then the Association may have said trash removed and charge the expense of removal to that Owner. Any such charge shall become a continuing lien on the Lot, which shall bind the affected Lot in the hands of the then Owner and his, her, or its successors in interest. Such charge shall also be a personal obligation of the Owner of the Lot involved on the date of removal. If such charges for cleanup are not paid within one hundred eighty (180) days of presentment, the Acting Board or Board of Directors, as the case may be, may foreclose such lien or send to a collection agency, and shall be entitled to all costs, including attorney's fees, in such foreclosure or collection action.

f. Vehicles in Disrepair. No Owner shall permit any vehicle owned by him, her or it, or by any member of his or her family or by any acquaintance, and which is in an Extreme State of Disrepair, to be abandoned or to remain parked upon any street within the Development in excess of forty eight (48) hours. Should any such Owner fail to remove such vehicle within two (2) days following the date on which such notice is mailed to him, her or it by the Acting Board or Board of Directors informing him, her, or it of a violation of this provision, the Acting Board or Board of Directors may have such vehicle removed and charge the expense of removal to said Owner in accordance with the provisions of the immediately preceding paragraph. For purposes of this section, a vehicle shall be deemed to be in an "Extreme State of Disrepair" when, in the sole opinion of the Acting Board or Board of Directors, a vehicle's presence offends the reasonable sensibilities of any of the occupants of the Development.

g. Signs. No signs shall be erected or maintained on any Lot in the Development, except that not more than one (1) FOR SALE or FOR RENT sign approved by the Acting Board or Board of Directors may be placed by the Owner or by a licensed real estate broker or agent, provided that such sign does not exceed the typical small real estate sign size. Reasonable Holiday decorations and tasteful political signs shall be allowed during their respective reasonable and contemporary seasons.

h. Antennas. No antenna or greater than eighteen inch (18") diameter satellite dish shall be permitted without Approval by Board Action.

i. Recreational Vehicles. No recreational vehicle, boat, trailer, or mounted or unmounted camper (*or other recreational vehicle or device by whatever name*) shall be stored or parked on the Lot without Board Approval, except within the confines of a Garage, or behind a six (6) foot high fence, both subject to all set back requirements herein or by law.

j. Lights. Except as initially installed by Developer, no spotlights, flood lights or other high intensity lighting shall be placed or utilized upon any Lot or any Home or Accessory Building erected thereon which in any manner will allow light to be directed or reflected on any other Lot, Home or Accessory Building, or any part thereof without prior Board Action or Architecture Control Action.



k. Window Cover Materials. Except as installed by Developer, prior to installation of any reflective materials on any windows or any portion of a Home, Accessory Building or any other area on any Lot, Architectural Control Approval must be obtained from the Architectural Control Committee.

l. Drilling and Mining. No oil drilling or mining operations of any kind shall be permitted upon or in any Lot.

m. Landscaping. Unless installed by Developer, all landscaping on each Lot must be installed and substantially in an attractive manner by the Owner within six (6) months from the date of close of escrow of a newly acquired or constructed Home based upon plans therefor approved in advance by the Architectural Control Committee. The landscape plans submitted to the Architectural Control Committee must include proposed changes in grade to be accomplished as part of the landscaping development. Landscaping at all times must be maintained by each Owner in a neat and attractive manner and any alterations or modifications made to the original landscaping and/or grade as originally installed shall be approved in advance by the Architectural Control Committee. If any Owner does not install and complete approved landscaping within the six (6) month period described above or if Owner does not maintain the landscaping in a neat and attractive manner, the Developer or the Architectural Control Committee, after giving the Owner fifteen (15) days written notice to cure any such default, shall have the right to cause the necessary landscaping work to be done and the Owner in default shall be responsible for the cost thereof and the parties expending funds for such work shall have a lien on the defaulting Owner's Lot for the funds expended together with interest thereon at the rate of fifteen percent (15%) per annum until paid in full.

n. Leasing. The Owners of Lots shall have the absolute right to lease their respective Lots and the Home and Accessory Building thereon provided that any such lease is in writing and is specifically made subject to these Protective Covenants, Rules and Regulations published by the Association. Any Owner who leases his or her Lot shall provide a copy of the lease to the Association within ten (10) days of its execution.

o. Activities In Derogation of Law. No Owner shall carry on any activity of any nature whatsoever on his or her Lot that is in derogation or violation of the laws, administrative regulations or statutes of the City of Richland, Benton County or Washington State.

11. Approval of Exceptions. Any Owner desiring to engage in an activity not permitted by these Prohibited Uses and Activities of this Declaration, or vary from the Protective Covenants hereof, shall have the right to appeal to the Acting Board or the Board of Directors for approval of such restriction ("Approval"). After considering the views of other potentially affected Owners, such Approval may be granted by the Acting Board by majority vote, or only by unanimous agreement of the Board of Directors. The Approval shall carry a specific time limitations for the activity in question, and shall apply only to the specific case and a specific Owner involved. No such Approval shall be considered a precedent for the granting of other Approvals. The Acting



2000-000858
Page: 11 of 18
8/12/2000 12:10P
Benton County

Board or Board of Directors may revoke any such Approval if at any time the grantee does not comply with the restrictions or conditions established by Board Action.

12. Utility Easements. The Developer and Owners, as Grantors, for themselves, their successors and assigns, hereby dedicate easements for public utility easement strips as shown in the recorded plats (See Exhibits 1 and 2). The easements hereby granted are for ingress and egress and to maintain, construct, and reconstruct and repair irrigation and domestic water lines, telephone lines and electrical lines as they are planned, constructed or installed at the time of the conveyance of each of the Lots in the Development or thereafter for the reasonable uses of the Lots and Owners in the Development. Whenever the uses of the easement shall cease, the same shall revert to the Owner of the Lot affected by the easement.

13. Mortgage Protected. Nothing herein contained shall impair or defeat the lien of any mortgage or deed of trust now or hereafter recorded covering any Lot or Lots, but title to any Lot obtained as a result of foreclosure shall hereafter be held subject to all of the provisions herein.

ARTICLE V. GENERAL PROVISIONS

1. Enforcement. The Acting Board, the Association, the Board of Directors and each Owner of a Lot or Lots subject to this Declaration shall have the right to enforce, by any proceeding at law or in equity, all Protective Covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure of the Acting Board, the Association, its Board of Directors, or any such Owner to enforce any Protective Covenant herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any such enforcement action, the prevailing party shall be entitled to their respective attorney's fees and costs as established by the Court.

2. Severability/Reformation. Invalidation of any one of the provisions contained in this Declaration by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect. In the event of any provision being so proclaimed invalid or unenforceable, the court may reform such provision to its most restrictive yet enforceable form.

3. Binding Effect/Term/Amendment. The Protective Covenants and restrictions contained in this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Developer, the Acting Board, the Association, its Board of Directors, and the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns for a term of twenty (20) years from the date this Declaration is recorded, after which time this Declaration shall be automatically extended for three (3) successive periods of ten (10) years unless an instrument terminating this Declaration, signed by not less than seventy five percent (75%) of the Owners. The Protective Covenants, Use Restrictions and other terms of this Declaration may be amended at any time upon a majority vote of the Acting Board or after all Fifty-Nine (59) Lots are sold to third parties or after Developer's voluntary resignation as the Acting



2000-000868
Page: 12 of 18
01/12/2000 12:10P
Benton County

Board, an instrument signed by not less than the Owners then owning seventy five percent (75%) of the Lots described in Exhibit "A". Amendments shall take effect only after such Amendments have been recorded with the Auditor of Benton County, Washington.

4. Reservation of Right to Amend. The Developer, in the Developer's discretion, hereby reserves its right to amend this Declaration any time prior to the sale of the Fifteenth (15th) Lot to any third party or Owner. Such Amendments, if any, shall be reasonably related to the purpose of enhancing and protecting the value, desirability and attractiveness of all the Lots and Homes in the Development or necessary for the Developer to efficiently construct and develop the Development. Such Amendments, if any, shall be binding upon all Lots, Owners and the Association as if such Amendments were originally made and without equitable adjustment.

5. Reservation of Easement. Developer hereby reserves, for itself, its successors and assigns, ingress, egress, utility, construction, maintenance and reconstruction easements on each Lot in the Development necessary to construct and maintain the Development. The easements described herein shall extinguish one (1) year after the Fifty-ninth (59th) Lot is occupied.

6. Indemnification. The Owners Association shall defend, indemnify and hold the Developer and the Acting Board (and all signing below) unconditionally harmless from all claims whatsoever, whether arising during or after Developer's control of the Development, whether in tort, contract or otherwise.

Dated this ____ day of _____, 1999.

DEVELOPER:

TR Masterson Construction of Washington, Inc.

By: *Thomas Masterson*
Thomas Masterson
p. Robinson (Title) 11/15/99

TMT Homes, Inc.

By: *Tofigh Tahvili*
Tofigh Tahvili
President (Title)



2000-000868
Page: 13 of 16
01/12/2000 12:10P

STATE OF WASHINGTON)
: ss
County of Benton)

On this 15th day of November, 1999, before me personally appeared THOMAS R. MASTERSON, JR., to me known to be the President of TR MASTERSON CONSTRUCTION OF WASHINGTON, INC., the Corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Corporation for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument on behalf of said Corporation.

In Witness Whereof I have hereunto set my hand and affixed seal the day and year first above written.

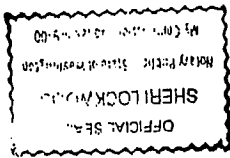


Rebecca Stager
NOTARY PUBLIC in and for the State of
Washington, residing at: Kennewick
My Commission Expires: 6-1-2000

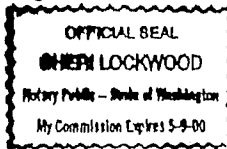
STATE OF WASHINGTON)
: ss
County of Benton)

On this 23rd day of DECEMBER, 1999, before me personally appeared TOFIGH TAHVILI, to me known to be the President of TMT HOMES, INC., the Corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Corporation for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument on behalf of said Corporation.

In Witness Whereof I have hereunto set my hand and affixed seal the day and year first above written.



Sherri Lockwood
NOTARY PUBLIC in and for the State of
Washington, residing at: Kennewick
My Commission Expires: 5-9-00
Sherri Lockwood





ALBERT COKE ROTH III COV 23.00

DESERT SPRINGS

PORTION OF SECTION 25, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., RICHLAND, BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

DESCRIPTION

PARCEL A

THAT PORTION OF THE EAST HALF OF SECTION 25, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., RICHLAND, BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:
 BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 25; THENCE NORTH 01°58'45" EAST, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, FOR 1347.40 FEET TO THE NORTHWEST CORNER OF SAID SUBDIVISION; THENCE NORTH 01°58'01" EAST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 25, FOR 659.50 FEET; THENCE NORTH 48°58'45" EAST FOR 584.84 FEET; THENCE SOUTH 43°03'15" EAST FOR 270.00 FEET; THENCE SOUTH 46°58'45" WEST FOR 423.40 FEET; THENCE SOUTH 26°12'45" WEST FOR 61.70 FEET; THENCE SOUTH 07°32'31" WEST FOR 84.98 FEET; THENCE SOUTH 01°58'45" WEST FOR 1801.07 FEET; THENCE NORTH 89°44'01" WEST FOR 273.22 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL B

THAT PORTION OF THE EAST HALF OF SECTION 25, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., RICHLAND, BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:
 COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 25; THENCE NORTH 01°58'45" EAST, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, FOR 1347.40 FEET TO THE NORTHWEST CORNER OF SAID SUBDIVISION; THENCE NORTH 01°58'01" EAST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 25, FOR 659.50 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 48°58'45" EAST FOR 584.84 FEET; THENCE SOUTH 43°03'15" EAST FOR 270.00 FEET; THENCE NORTH 46°58'45" EAST FOR 25.00 FEET; THENCE NORTH 43°03'15" WEST FOR 270.00 FEET TO THE POINT OF CURVATURE WITH A 428.56 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 46°12'59", FOR AN ARC DISTANCE OF 344.07 FEET TO THE POINT OF TANGENCY; THENCE NORTH 89°16'13" WEST FOR 120.55 FEET TO THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH 01°58'01" WEST, ALONG SAID WEST LINE, FOR 553.36 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT "1"

